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9 Attorneys for Plaintiff,  
10 HCR HEALTHCARE, LLC

11 UNITED STATES DISTRICT COURT

12 DISTRICT OF NEVADA

13 HCR HEALTHCARE, LLC, )  
14 )  
15 Plaintiff, ) CASE NO. 11-CV-01024  
16 )  
17 v. ) Judge James C. Mahan  
18 ) Magistrate Judge Peggy A. Leen  
19 MANOR HEALTH CARE CENTER, INC. )  
20 )  
21 Defendant. )  
22 )

23 CONSENT JUDGMENT

24 Plaintiff HCR Healthcare, LLC ("HCR") and Defendant Manor Health Care Center,  
25 Inc. ("Defendant") hereby consent to entry of judgment as follows:

26 1. This court has jurisdiction over the parties and the subject matter  
27 pursuant to 15 U.S.C. §§ 1114(a), 1121, 1125(a) and 1125(c) and 28 U.S.C. § 1331 and  
28 § 1338.

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1           2.       Venue is proper based on 28 U.S.C. §§ 1391 (b) and (c) in that the claims  
2 arose in this district and Defendant is doing business in this judicial district.

3           3.       HCR, through its predecessors and affiliates, has been engaged in the  
4 business of providing health care services in the United States under its family of  
5 MANOR CARE marks since the 1960s. Specifically,

6           4.       HCR is the owner of United States Service Mark Registration No. 914,464  
7 for the mark "MANOR CARE" in connection with the provision of nursing home  
8 services. HCR's date of first use as set forth in its registration was December 4, 1968,  
9 and its first use in interstate commerce was January 5, 1969. HCR's U.S. Registration  
10 No. 914,464 for MANOR CARE is incontestable pursuant to 15 U.S.C. § 1065. This  
11 registration is valid and subsisting, uncanceled, and unrevoked.

12           5.       HCR is also the owner of United States Service Mark Registration No.  
13 2,141,949 for the mark "MANORCARE HEALTH SERVICES" in connection with the  
14 provision of pharmaceutical, nursing and medical laboratory services. HCR's date of  
15 first use as set forth in its registration was at least as early as January 1, 1996, and its  
16 first use in interstate commerce was at least as early as January 1, 1996. HCR's U.S.  
17 Registration No. 2,141,949 for MANORCARE HEALTH SERVICES is incontestable  
18 pursuant to 15 U.S.C. § 1065. This registration is valid and subsisting, uncanceled, and  
19 unrevoked.

20           6.       HCR is also the owner of United States Service Mark Registration No.  
21 2,144,065 for the mark "MANORCARE HEALTH SERVICES" in connection with the  
22 provision of pharmaceutical, nursing, medical and medical laboratory services. HCR's  
23 date of first use as set forth in its registration was at least as early as January 1, 1996,  
24 and its first use in interstate commerce was at least as early as January 1, 1996. HCR's  
25 U.S. Registration No. 2,144,065 for MANORCARE HEALTH SERVICES is incontestable  
26 pursuant to 15 U.S.C. § 1065. This registration is valid and subsisting, uncanceled, and  
27 unrevoked.

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1           7.     HCR is also the owner of United States Service Mark Registration No.  
2     2,145,785 for the mark "MANORCARE HEALTH SERVICES" in connection with the  
3     provision of pharmaceutical, nursing and medical laboratory services. HCR's date of  
4     first use as set forth in its registration was at least as early as January 1, 1996, and its  
5     first use in interstate commerce was at least as early as January 1, 1996. HCR's U.S.  
6     Registration No. 2,145,785 for MANORCARE HEALTH SERVICES is incontestable  
7     pursuant to 15 U.S.C. § 1065. This registration is valid and subsisting, uncanceled, and  
8     unrevoked.

9           8.     HCR is the owner of United States Service Mark Registration No.  
10    2,894,246 for the mark "HCR MANORCARE CIRCLE OF CARE" in connection with the  
11    provision of physical and occupational rehabilitation, transitional health care, home  
12    health and hospice care, nursing home care, and educational services, namely,  
13    conducting classes, seminars, and workshops for health care workers in the field of  
14    health care training. HCR's date of first use as set forth in its registration was not later  
15    than April 30, 1999 and its first use in interstate commerce was not later than April 30,  
16    1999. HCR's U.S. Registration No. 2,894,246 for HCR MANORCARE CIRCLE OF CARE is  
17    incontestable pursuant to 15 U.S.C. § 1065. This registration is valid and subsisting,  
18    uncanceled, and unrevoked.

19          9.     HCR is the owner of United States Service Mark Registration No.  
20    3,110,896 for the mark "HCR MANOR CARE" in connection with the provision of  
21    physical and occupational rehabilitation, transitional health care, nursing home care,  
22    home health and hospice care, and educational services, namely, conducting classes,  
23    seminars, and workshops for health care training. HCR's date of first use as set forth in  
24    its registration was not later than December 3, 1998 and its first use in interstate  
25    commerce was not later than December 3, 1998.

26          10.    HCR is the owner of United States Service Mark Registration No.  
27    3,243,245 for the mark "MANOR CARE" in connection with the provision of physical  
28    and occupational rehabilitation, transitional health care, nursing home care, home

1 health and hospice care, and educational services, namely, conducting classes,  
2 seminars, and workshops for health care training. HCR's date of first use as set forth in  
3 its registration was not later than January 4, 1969 and its first use in interstate  
4 commerce was not later than January 4, 1969.

5 11. HCR is the owner of United States Service Mark Registration No.  
6 3,603,831 for the mark "HCR MANORCARE" in connection with the provision of health  
7 care, physical, speech and occupational rehabilitation therapy; health care services,  
8 namely Alzheimer's care, assisted living health care, transitional health care, skilled  
9 nursing home care, home health care and hospice care. HCR's date of first use as set  
10 forth in its registration was not later than June 30, 2008 and its first use in interstate  
11 commerce was not later than June 30, 2008.

12 12. HCR is the owner of United States Service Mark Registration No.  
13 3,603,832 for the mark "MANORCARE" in connection with the provision of health care,  
14 physical, speech and occupational rehabilitation therapy; health care services, namely  
15 Alzheimer's care, assisted living health care, transitional health care, skilled nursing  
16 home care, home health care and hospice care. HCR's date of first use as set forth in  
17 its registration was not later than June 30, 2008 and its first use in interstate  
18 commerce was not later than June 30, 2008.

19 13. Defendant has used and continues to use of the MANOR HEALTH CARE  
20 name in connection with its promotion, marketing and delivery of health care and  
21 related services in direct infringement of HCR's virtually identical MANOR CARE mark,  
22 and its federal registrations therefor.

23 14. HCR filed suit in the United States District Court for the District of  
24 Nevada, designated as Case No.: 11-cv-01024, alleging infringement of HCR's  
25 trademark rights by Defendant and seeking, *inter alia*, an order enjoining Defendant's  
26 further use of the MANOR HEALTH CARE name, and/or any confusingly similar name or  
27 variation thereof.

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1           15. Defendant has agreed to cease all use of the MANOR CARE mark, and its  
2 use of the MANOR HEALTH CARE name, and consents to entry of judgment as follows:

3           16. Defendant shall not use the MANOR CARE mark or the MANOR HEALTH  
4 CARE name, in any form or in any manner, including in its corporate name, after  
5 September 30, 2011. Any use by Defendant of the MANOR HEALTH CARE name  
6 between now and September 30, 2011 shall be limited solely to uses necessary for the  
7 process of changing Defendant's name to Royal Springs Healthcare and Rehab.

8           17. Defendant shall immediately cease all advertising under the MANOR  
9 CARE mark and the MANOR HEALTH CARE name. Defendant agrees that it will not sell,  
10 offer to sell, distribute, display, advertise, promote, or otherwise deal directly or  
11 indirectly in any services relating in any way to health care under the MANOR CARE  
12 mark or the MANOR HEALTH CARE name, and/or any confusingly similar name or  
13 variation thereof, and further agrees to refrain from inducing or enabling others to sell  
14 or pass off any such services under the MANOR CARE mark or the MANOR HEALTH  
15 CARE name.

16           18. Defendant agrees to immediately take steps necessary to refrain from  
17 using the MANOR CARE mark or the MANOR HEALTH CARE name, and/or any  
18 confusingly similar name or variation thereof, in any telephone listing. For printed  
19 phone listings already in circulation as of January 1, 2011, Defendant shall ensure that  
20 no future editions of such printed telephone directories include any listing for  
21 Defendant using the MANOR CARE mark or the MANOR HEALTH CARE name, and/or  
22 any confusingly similar name or variations thereof.

23           19. Defendant shall immediately alter all of their promotional literature,  
24 labels, packaging, advertisements, letterhead, stationary, business cards and all other  
25 printed materials and all means for publication and distribution thereof, to remove the  
26 words MANOR CARE and MANOR HEALTH CARE. Defendant shall not use any printed  
27 materials bearing the MANOR CARE mark or the MANOR HEALTH CARE name, and/or  
28 any confusingly similar name or variation thereof, after September 30, 2011.

1           20. Defendant shall remove all existing signs, advertisements, uniforms, and  
2 all other indicia or identity bearing the MANOR CARE mark or the MANOR HEALTH  
3 CARE name, and/or any confusingly similar name or variation thereof, by September  
4 30, 2011.

5           21. Defendant shall take immediate steps to deactivate all websites using  
6 domain names containing the MANOR CARE mark by September 30, 2011. Those  
7 domain names include, but are not limited to, www.manorhcc.com.

8           22. Defendant shall refrain from taking any action or using any words,  
9 names, styles, titles, logos, domain names, or marks, which are likely to cause  
10 confusion, or mistake, or to deceive, or to otherwise mislead the health care industry,  
11 or the public, into believing that HCR and Defendant are or were in some way  
12 connected, affiliated, or associated with one another, or that HCR sponsors,  
13 supervises, or controls the services Defendant offers; or that services Defendant offers  
14 originate with HCR or are offered with the approval, consent, authorization, or under  
15 the supervision of HCR.

16           23. Defendant agrees that any breach of its obligations under this Consent  
17 Judgment would cause HCR irreparable harm. Upon any breach or threatened breach  
18 by Defendant, after written notice and opportunity to cure on not less than ten days  
19 notice, HCR shall be entitled to immediate injunctive relief, without bond, restraining  
20 Defendant from committing or continuing to commit such breach. This right to an  
21 injunction shall not prohibit HCR from seeking any additional remedies available to it  
22 for such breach or threatened breach, including the recovery of damages, costs, and  
23 fees.

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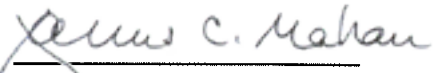
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24. The Court retains jurisdiction to enforce the terms of this Judgment.

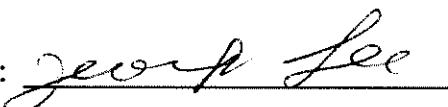
IT IS SO ORDERED this 27th day of September, 2011.


  
James C. Mahan  
United States District Judge

The parties hereby agree to the entry of the foregoing judgment.

*Manor Health Care Center, Inc.*

*HCR Healthcare, LLC*

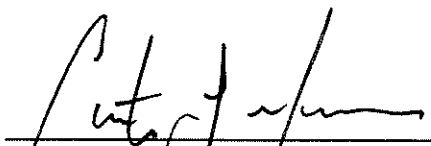
By:   
Jeoung Hie Lee, President

By:   
David K. Nees, Assistant Secretary

APPROVED AS TO FORM AND CONTENT:

  
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